

RENEWAL OF LEASE

This Renewal Agreement is made and entered into between Millington Partners, L.P. (successor-in-interest to Millington Partners, Ltd) and Buffalo Properties Ltd., as Tenants in common with Millington Partners, L.P., As the Managing Partner (“Landlord”) and Shelby County Government. (“Tenant”) for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged.

WITNESSETH:

- 1. Landlord and Tenant hereby confirm and ratify, except as modified below, all of the terms, conditions, and covenants in that certain written Lease Agreement (hereinafter referred to as the “Lease”) dated July 22, 2002, with amendments dated January 27, 2003, between Landlord and Tenant, for the rental of the following described property.

Approximately 3,000 square feet located at 8225 Highway 51 North, Millington, Tennessee 38035, within Millington Shopping Center.

- 2. Tenant warrants that Tenant has accepted and is now in possession of the leased premises and that the Lease is valid and presently in full force and effect.
- 3. Landlord and Tenant agree that the term of this Lease Agreement shall be extended for sixty (60) months so that the expiration date set forth in the Lease shall be changed from November 30, 2007 to November 30, 2012.
- 4. Landlord and Tenant agree that beginning December 1, 2007; the base rent set out in the Lease shall be changed from \$3,750.00 per month to \$3,187.50 per month.
- 5. Article III, Section 3.1 Rent as contained in the original Lease Agreement is amended to read as follows:

<u>Term</u>	<u>Rate/Sq. Ft.</u>	<u>Monthly Rental</u>	<u>Annual Rental</u>
12/01/07 thru 11/30/2009	\$12.75	\$3,187.50	\$38,250.00
12/01/09 thru 11/30/2012	\$13.25	\$3,312.50	\$39,750.00

- 6. Article VI, Section 2 of the original Lease is stricken in its entirety.
- 7. Article VI, Section 3 as contained in the original Lease Agreement is stricken in its entirety and is amended as follows:
Tenant agrees to maintain at its expense at all times during the lease term full liability insurance naming Landlord as additional insured in an amount not less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) aggregate per accident for injuries or damages to persons, and not less than Fifty Thousand Dollars (\$50,000) per accident for damages or destruction of property, written by insurers licensed to do business in the State of Tennessee. Tenant shall deliver to Landlord certificates of such insurance, which shall declare that the respective insurer may not cancel the same in whole or in part without giving Landlord written notice of its intention so to do at least ten (10) days in advance. Anything in Section 6.3 to the contrary notwithstanding, Tenant shall have the right to elect to self insure the contents of the Leased Premises against fire, earthquake, flood and casualty upon delivery of written notice of such election to landlord. Should Tenant make such an election, then Tenant shall deliver a certificate of insurance to Landlord and Landlord’s Mortgage and shall name Landlord as an additional insured by endorsement to Tenant’s policy or policies. Any assignee or sublease of Tenant must obtain written consent of Landlord to self-insure.

8. As set forth in Article XII, Section 6 of the original Lease, notices to the tenant shall also be sent to:
Shelby County Government
Contracts Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103.
9. Landlord Improvements:
Landlord to perform interior painting of clinic, replace lighting fixtures as requested, replace toilet tissue holder in men’s restroom and replace stained ceiling tiles.

Except as modified herein, all other provisions of said Lease are hereby ratified.

Signed by Landlord at _____ this _____ day of _____, 2008

LANDLORD/ LANDLORD	TENANT/ TENANT
Millington Partners, L.P. and Buffalo Properties, Ltd., as Tenants in common with Millington Partners, L.P., as the Managing Partner	<u>Shelby County Government</u>
BY: _____	BY: _____
<u>Don Bergman, General Partner</u> (Type Name and Title)	<u>AC Warton, Jr., Mayor</u> (Type Name and Title)